

**KANSAS ARMY NATIONAL GUARD  
OFFICE OF THE ARMORY FISCAL OFFICER  
NATIONAL GUARD ARMORY**

\_\_\_\_\_ [name], KS

**CTRL#:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ARMORY RENTAL AGREEMENT**

By authority of the Kansas Military Board the Armory Fiscal Officer for the \_\_\_\_\_ [name] National Guard Armory, the "Armory," hereby authorizes the rental of said Armory by the following entity or individual under the following terms and conditions:

**I. RENTER**

Organization/Group/Individual's name: \_\_\_\_\_, the "Renter,"  
Organization/Group/Individual's Telephone: \_\_\_\_\_  
Organization/Group/Individual's Address: \_\_\_\_\_  
Authorized Agent's Name: \_\_\_\_\_  
Authorized Agent's Address: \_\_\_\_\_  
Authorized Agent's Telephone: \_\_\_\_\_

**II. ARMORY PROPERTY TO BE RENTED:**

Name of Armory: \_\_\_\_\_ [name] National Guard Armory (herein referred to as the "Armory")  
Armory Fiscal Officer: \_\_\_\_\_ [name]; \_\_\_\_\_ [telephone number]

**III. PURPOSE OF RENTAL: [DESCRIBE WITH SUFFICIENT DETAIL TO CLEARLY EXPLAIN THE ACTUAL USE]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [This use must render a benefit to the community as a whole, and  
it will be in the Armory Fiscal Officer's sole discretion to determine whether this use test is satisfied.]

**IV. DATE AND TIME OF RENTAL:** Date(s): \_\_\_\_\_; Time from \_\_\_\_\_ to \_\_\_\_\_.

**V. ARMORY FACILITIES AUTHORIZED FOR USE UNDER THIS RENTAL AGREEMENT BY RENTER:**

[Armory Fiscal Officer's initials shall be placed in the spaces provided indicating whether a charge is waived or not]

**A. FACILITIES AND CHARGES:** ( \_\_\_\_\_ Waived \_\_\_\_\_ Not Waived )

[mark an x]

_____ Assembly Hall	\$ _____ per hour times _____ hours	= \$ _____
_____ Conference Room	\$ _____ per hour times _____ hours	= \$ _____
_____ Kitchen	\$ _____ per hour times _____ hours	= \$ _____
_____ Classroom Room	\$ _____ per hour times _____ hours	= \$ _____
_____ In-door firing range	\$ _____ per hour times _____ hours	= \$ _____
_____ [other area]	\$ _____ per hour times _____ hours	= \$ _____

**B. SUPERVISORY:** ( \_\_\_\_\_ Waived \_\_\_\_\_ Not Waived ) = \$ \_\_\_\_\_

**C. STATE UTILITIES FEE:** ( \_\_\_\_\_ Waived \_\_\_\_\_ Not waived ) = \$ \_\_\_\_\_

**D. CLEANUP FEE:**

Assembly Hall, Conference, & Kitchen @ \$ \_\_\_\_\_ each

( \_\_\_\_\_ Waived \_\_\_\_\_ Not waived ) = \$ \_\_\_\_\_

Classrooms @ \$ \_\_\_\_\_ each ( \_\_\_\_\_ Waived \_\_\_\_\_ Not waived ) = \$ \_\_\_\_\_

In-door firing range @ \$ \_\_\_\_\_ each

( \_\_\_\_\_ Waived \_\_\_\_\_ Not waived ) = \$ \_\_\_\_\_

\_\_\_\_\_ [other area] @ \$ \_\_\_\_\_ each

( \_\_\_\_\_ Waived \_\_\_\_\_ Not waived ) = \$ \_\_\_\_\_

**TOTAL RENTAL COSTS:** =                      \$

**VI. ADDITIONAL STIPULATIONS AND AGREEMENTS:**

The Renter understands and hereby agrees that the following conditions, terms and stipulations apply to this Rental Agreement:

**1. RENTAL OF THE ARMORY TO MINORS PROHIBITED.**

2. This Rental Agreement will be executed no less than one (1) week prior to the rental date.

3. The Renter is responsible for compliance with all laws of the State of Kansas, and ordinances and resolutions of the City and County in which the Armory is located, to include responsibility for securing all permits as may be required and for making all arrangements for law enforcement and fire department personnel, and it is understood by the Renter that such laws and ordinances will be enforced by law enforcement and fire department personnel, as may be appropriate.

4. In accordance with Kansas Statutes Annotated 41-719(2), **NO ALCOHOLIC BEVERAGE WILL BE SERVED AND/OR CONSUMED IN THIS ARMORY.**

5. In accordance with the Kansas Governor's Executive Order, **SMOKING IN THIS STATE OWNED BUILDING IS PROHIBITED.**

6. The State of Kansas, the Kansas Military Board, the Kansas Army National Guard and all members thereof, assume no liability whatsoever for accidents, bodily injuries, or property damage which may arise either directly or indirectly from or out of Renter's use of the Armory. The Renter agrees to fully "**HOLD HARMLESS**" the State of Kansas, the Kansas Military Board and the Kansas Army National Guard for all costs, personal injury or property damage or loss resulting either directly or indirectly from Renter's use of the Armory.

7. The Armory and its facilities will be inspected by the Renter, accompanied by National Guard Supervisory Personnel immediately before and after occupancy. The Renter will be responsible for reimbursement for all property damages to the Armory and its facilities from incidents due to the Renter's occupancy.

8. The Kansas Military Board reserves the right to unqualifiedly limit recurring use of the Armory or any facility therein.

9. Sub-leasing of the Armory and/or its facilities is prohibited.

10. Fire escapes, fire equipment, and electrical control panels will not be obstructed.

11. Driveways will not be blocked. Parking will be in parking areas only.

12. All marked exits and front entrance doors will be kept clear at all times.

13. No permanent alterations to or defacing of Armory property will be permitted.

14. Cleanup of the facilities to be rented if not waived by the Armory Fiscal Officer will be as described at paragraph V.D., above. Equipment borrowed, such as tables, chairs, and kitchen items will be cleaned prior to returning them to their original location. The Armory's National Guard duty supervisor will inspect the facility to ensure the equipment and the Armory (and its facilities) are brought back to their original state at time of rental.

15. All charges for the use of the Armory facilities, except as provided in the preceding paragraphs hereof, will be paid at the conclusion of the rental period and prior to vacating the Armory. All such charges and fees will be payable to the \_\_\_\_\_ [name] ARMORY FUND and collected by the National Guard duty supervisor.

16. It is understood that this Rental Agreement is subject to cancellation at the discretion of either party to this Rental Agreement, with at least twenty-four (24) hours notice prior to the specified time for the rental period described herein. In the event of a declared emergency, activation and/or mobilization of any Kansas Army National Guard unit stationed at this Armory, this agreement shall be immediately and automatically terminated.

17. All parties to this Rental Agreement will comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et. seq.*) and shall not discriminate against any person because of religion, color, sex, physical handicap, national origin, or ancestry. Violation of this provision shall constitute a breach of this Rental Agreement, and the Armory Fiscal Officer shall be authorized to immediately terminate this Rental Agreement.

18. Renter hereby states that it is one of the following [check only one space which is most applicable to your status]:

\_\_\_\_\_ (a) a "civic, government or patriotic" organization, and submits herewith sufficient evidence to the Armory Fiscal Officer to establish said status and that it will not charge any fee or assess any cost to anyone to attend the activity described at Section III, above (*Class 1 Use*); or

\_\_\_\_\_ (b) a "government, nonprofit organization or organized business or civic group" and submits herewith sufficient evidence to the Armory Fiscal Officer to establish said status and that it will conduct, as described at Section III, above, a community activity for which a charge is made either for attendance or to otherwise participate in the activity for which this rental is entered into (*Class 2 Use*); or

\_\_\_\_\_ (c) Renter's use of the Armory as described at Section III, above, will be for a commercial or profit making activity (*Class 3 Use*); or

\_\_\_\_\_ (d) An individual, family, or fraternal or social organization, does not otherwise qualify for the status described at (a), (b) or (c) above and the activity described at Section III above will be for a family, social or humanitarian activity purpose (*Class 4 Use*).

19. Additional information/remarks (also, for multiple rental dates):

- (a) \_\_\_\_\_ ;
- (b) \_\_\_\_\_ ;
- (c) \_\_\_\_\_ ;
- (d) \_\_\_\_\_ ;
- (e) \_\_\_\_\_ ;

**I, THE UNDERSIGNED RENTER OR ITS AUTHORIZED AGENT, SWEAR (OR AFFIRM) THAT I HAVE READ AND UNDERSTAND THE CONDITIONS, STIPULATIONS AND TERMS OF THIS RENTAL AGREEMENT, AND AGREE TO AND ACCEPT THE SAME.**

\_\_\_\_\_  
\_\_\_\_\_  
(Renter or Authorized Agent)  
(Armory Fiscal Officer or Authorized Agent)